



ROBERT E. NIES
One Boland Drive
West Orange, NJ 07052
973.530.2012
Fax: 973.530.2212
rnies@csglaw.com

csglaw.com

October 11, 2017

By ECF and Email

Honorable Christine M. Gravelle, U.S.B.J.
U.S. Bankruptcy Court
402 East State Street, Courtroom #3
Trenton, NJ 08608

Re: J. Cioffi Leasing & Trucking, Inc.
Case No.: 17-14967 (CMG)

Dear Judge Gravelle:

We represent CenterPoint Minue, LLC, the Landlord for Debtor J. Cioffi Leasing & Trucking, Inc. ("Debtor"), in the above-referenced matter.

On August 25, 2017, Your Honor entered "Order Extending the Deadline Authorizing the Debtor to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)", over CenterPoint's objection. That 90-day extension expired on October 10, 2017, and CenterPoint has not consented to a further extension.

Accordingly, in accordance with 11 U.S.C. § 365(3) and (4), the original lease between Centerpoint Minue, LLC, and J. Cioffi Leasing and Trucking, Inc., executed, on June 27, 2014, and amendments thereto, for non-residential real property located at 60-62 Minue Street in Carteret, NJ, including without limitation (1) an 84,771 square foot warehouse and office space; and (2) a 72,654 square foot warehouse and office space (the "Leased Premises") was deemed rejected as of October 10 and Debtor is obligated by statute to immediately surrender possession of its non-residential Leased Premises to Centerpoint Minue, LLC, the lessor.

CenterPoint respectfully requests a conference call with Your Honor to effectuate an immediate surrendering of the Leased Premises, as Debtor's counsel has yet to respond to our request to arrange for a consensual surrender of the Leased Premises. It is critical that CenterPoint recapture the Leased Premises immediately to mitigate its damages. Those damages include an unpaid administrative "stub" rent of \$61,859.44 and a pre-petition unsecured claim of \$503,280.35, which includes late fees, attorneys fees and disbursements.

Notwithstanding CenterPoint's objection monthly to Debtor's woefully inadequate budget projections, the Estate continued to experience monthly diminishing revenues. It is extremely unlikely CenterPoint will recover any of its losses. It is, therefore, critical that possession of the Leased Premises occur immediately, as the Code provides, so CenterPoint can attempt to relet the

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Leased Premises by November 1. Your Honor's attention to this urgent concern is greatly appreciated.

Respectfully,

/s/ Robert E. Nies

Robert E. Nies

REN/mfg

cc: Christopher J. Balala, Esq. (By ECF and Email)
Bruce Gordon, Esq. (By ECF and Email)
Jeffrey Sponder, Esq. (By ECF and Email)